INNKEEPER—NO IMPLIED WARRANTY OF QUALITY OF FOOD.—Plaintiff was made sick as a result of eating unwholesome food at defendant's restaurant. She brought an action, alleging that there was a *sale* of the food to her, and a breach of an implied warranty of quality. *Held,* that a restaurant keeper does not "sell" his food. *Merrill* v. *Hodson,* (Conn. 1914) 91 Atl. 533.

The action was brought under the SALE OF GOODS ACT of Connecticut, which provides that in all sales of goods there is an implied warranty that the goods shall be fit for the purpose for which they are ordered. Was there a sale of the food to the plaintiff? PRENTICE, C. J., said: "The customer does not become the owner of the food set before him, * * * No designated portion becomes his. He is privileged to eat and that is all. The uneaten food is not his. He cannot do what he pleases with it. * * * Before the consumption title does not pass, after consumption there remains nothing to become the subject of title. What the customer pays for is the right to satisfy his appetite by the process of destruction," citing *Saunderson* v. *Rowles,* 4 Burrows 2064; *Crisp* v. *Pratt,* 3 Cro. Car. 549; *Parker* v. *Flint,* 12 Mod. 254; *Newton* v. *Trigg,* 3 Mod. 327; and *Harmon* v. *Clarkson,* 22 Upp. Can. C. P. 291, all of which hold that an innkeeper is not a trader subject to bankruptcy, as he does not *sell* the food supplied to his guests, but merely alters it. In many modern cases it has been held that the supplying of liquor, by restaurant keepers, and boarding house keepers, to their guests or boarders, as a part of their meals, is a *sale* of liquor to such persons. *State* v. *Lotti,* 72 Vt. 115; *Savage* v. *State,* 50 Tex. Crim. Rep. 199; *State* v. *Wenzel,* 72 N. H. 396; *Scanlon* v. *Denver,* 38 Colo. 40; *Nicrosi* v. *State,* 52 Ala. 336; *Laner* v. *District of Columbia,* 11 App. D. C. 453. Reasoning from analogy, it would seem that if the title to, or property in the liquor passed to the guest or boarder, the food, which is served under the same circumstances, and for the same purposes would become the property of the guest or boarder, and there would be a complete sale. But in cases tried under liquor laws, the courts very often disregard the technical meaning of the word "sale" and choose to carry out the presumed intention of the legislature, by sustaining convictions on evidence of any transfer of the prohibited commodity for value. They have gone so far as to include barters, exchanges, gifts, and the payment of hire or wages in liquor as sales. *Commonwealth* v. *Abrams,* 150 Mass. 393; *Commonwealth* v. *Clark,* 14 Gray 367; *Mason* v. *Lothrop,* 7 Gray 354; *Bescher* v. *State,* 32 Ind. 480; *Paschal* v. *State,* 84 Ga. 326; BLACK, INTOXICATING LIQUORS, § 403; and *Laner* v. *Dist. of Columbia,* supra.

PRINICIPAL AND AGENT—RIGHT OF ACTION BY UNDISCLOSED PRINCIPAL.—A buyer of asphalt blocks, as agent for the plaintiff, though he did not disclose his agency, made no representation to the defendant that he was dealing with it as principal. In an action by the principal for the breach of an implied warranty the defendant pleaded that the identity of the principal was concealed because of the principal's belief that if it were disclosed the sale would not be made. It appears that the plaintiff and defendant were competitors. The defendant further pleaded, that if it had known the plain-